

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSAL SPECIFICATION NO. 04-073

The City of Lincoln and the County of Lancaster intend to enter into a contract and invites you to submit a sealed proposal for:

INSURED VISION PLAN SERVICES for City of Lincoln/County of Lancaster

Proposals should either meet or exceed the City of Lincoln/Lancaster County's specifications.

Sealed proposals must be received by the City of Lincoln/Lancaster County on or before **12:00 noon, on Wednesday, March 31, 2004** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the names, in the Purchasing Conference Room.

Submitters should take caution if U.S. Mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO PROPOSERS

1. **INVITATION**

- 1.1 The City of Lincoln/County of Lancaster invites competitive sealed proposals for selection of Insured Vision Plan Services in connection with the contract to service our benefit needs, as detailed in the accompanying Request for Proposal.
- 1.2 Proposals will be received until **12:00 noon local time on Wednesday, March 31, 2004.**
- 1.3 Any proposal received after the time and date specified will not be considered.

2. **SUBMITTAL OF PROPOSALS**

- 2.1 Six (6) copies of your proposal shall be delivered or mailed with any required data, in a sealed envelope, which shall be properly identified with the RFP reference and the name and address of the proposer.
- 2.2 Submit proposals to: **Vince Mejer, Purchasing Agent, City/County Purchasing, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, NE 68508.**

3. **FORM OF PROPOSALS**

- 3.1 Proposals should be prepared in the format explaining each benefit, including: a full description of the proposer's program, plan of work and qualifications.
- 3.2 A non-responsive or incomplete proposal will not be considered.

4. **FEES**

- 4.1 The proposer's response must clearly present the proposer's compensation or fee structure for specified plan services, along with rates for optional services available.

5. **TAX EXEMPT ENTITY**

- 5.1 As the City of Lincoln/County of Lancaster are tax-exempt public institutions, taxes are not to be included in any fee calculations.
- 5.2 The City/County will furnish exemption certificates upon request.

6. **PROPOSAL LONGEVITY**

- 6.1 A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance.
- 6.2 No proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing time for acceptance.

7. **EVALUATION OF PROPOSALS**

- 7.1 Proposals will be judged upon the proposer's ability to provide services which meet the requirements set forth in the accompanying documents.

- 7.2 The City of Lincoln/County of Lancaster reserve the right to make such investigations as they deem necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City/County's requirements.
- 7.3 Proposers shall furnish information and data for this purpose as the City/County may request.
- 7.4 Interviews and/or presentations by one or more proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposer's capabilities.

8. JOINT AND SEPARATE PROPOSALS

- 8.1 The City and County prefer to have the proposals be written to jointly cover both the City of Lincoln and the County of Lancaster.
- 8.2 However, proposals may also be submitted to separately handle each entity.
- 8.3 The City of Lincoln and the County of Lancaster reserve the right to negotiate vision plan services jointly or separately.

9. CITY/COUNTY PREROGATIVES

- 9.1 The City of Lincoln and the County of Lancaster reserve the right to award the firm whose proposal is judged to offer the most advantage to the City/County with the City/County being the sole judge thereof, to negotiate with any or all proposers, to reject any or all proposals, in whole or any part thereof, and to re-solicit for proposals in such an event, and to waive any minor technicalities or informalities in accordance with the City/County's determination of its own best interests.
- 9.2 Each entity will enter into separate contracts.

10. CONTRACT TERMS

- 10.1 At the time of the award by the City/County, the apparent successful proposers must have agreed to a contract representing the understandings between the parties as to terms and conditions which will govern the relationship and establish the obligations of each party for performance of the agreement.
- 10.2 The proposers shall be aware that the contents of the successful proposal will become a part of the subsequent contractual document.

11. PROPOSER'S CONDITIONS

- 11.1 Any conditions or expectations on the part of the proposer for performance by the City/County must be set forth in the proposal.
- 11.2 The City/County is not obligated to consider the proposer's post-submittal terms and conditions.

12. VENUE

- 12.1 The agreement resulting therefrom must contain language stating that the contract is to be performed in Lancaster County, and shall be construed in accordance with the laws of the State of Nebraska, if any legal action is brought in connection with enforcement of the contract, exclusive venue shall lie in Lancaster County, Nebraska.

13. INQUIRY

- 13.1 Any inquiries or requests for explanation in regard to the requirements must be made promptly.
- 13.2 No oral interpretation or clarification will be given as to the meaning of any part of the request for proposal documents.
- 13.3 Prospective proposers desiring further information or interpretations must make requests in writing or by fax inquiry no later than March 24, 2004, in order for a response to be issued in the form of an addendum in advance of the date for the submittal of proposals.
- 13.4 Requests for information should be addressed in writing, fax or e-mail to:
William C. Kostner, Risk Manager
233 South 10th Street, 2nd Floor,
Lincoln NE 68508
FAX 402-441-6800
e-mail bkostner@ci.lincoln.ne.us
- 13.4.1 with copies sent to:
Vince Mejer, Purchasing Agent
Suite 200, "K" Street Complex
440 South 8th Street
Lincoln NE 68508
FAX 402-441-6513
e-mail vmejer@ci.mejer@ci.lincoln.ne.us
- 13.5 Proposers are cautioned to refrain from contacting or soliciting any City/County official regarding this RFP.
- 13.6 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 13.7 Requests for additional information shall not be solicited by any means other than proscribed herein.

CITY OF LINCOLN/LANCASTER COUNTY INSURED VISION PLAN SERVICES REQUEST FOR PROPOSAL

1. PURPOSE

- 1.1 The City of Lincoln and the County of Lancaster, hereinafter referred to as the City/County, seek proposals in response to this request for proposal from experienced and qualified firms to provide vision plan services to the City/County's employees.

2. SCOPE OF WORK

- 2.1 We intend to present this program to employees at the time of open enrollment.
 - 2.1.1 Plan years begin January 1 for Lancaster County and November 1 for the City of Lincoln.
- 2.2 Benefit design and funding are specified herein.
 - 2.2.1 This benefit is voluntary and all of the premiums are paid by the enrolled employees through payroll deduction.
- 2.3 Initial rates /administrative service fees are to be guaranteed for a minimum of twelve months.
- 2.4 The City/County is interested in obtaining longer premium rate guarantees and/or trend component guarantees to be used in calculating subsequent renewal premiums.
- 2.5 No brokerage commissions or fees will be paid.
 - 2.5.1 All successful bidders will be required to provide sufficient communication materials to have a successful enrollment.
- 2.6 A dedicated account service representative must be assigned to assist with implementation and on-going service issues.
- 2.7 The City/County, their employees, and agents will be indemnified and held harmless with respect to any and all claims, suits, actions, liabilities, and costs of any kind arising from the activities of the administrator as agreed under contract.

3. SPECIFICS

- 3.1 A claim unit must provide accurate, timely, cost-effective claims administration including: adjudicating all vision plan claims, a toll-free claim office number for communication with City/County representatives, enrollment forms and eligibility change forms, claim forms, late entrant underwriting, summary plan descriptions and master policy/plan documents.

4. CURRENT PROGRAM

- 4.1 Refer to Exhibit A for the present City & County Vision Plan available to employees.
- 4.2 Refer to Exhibit B for plan enrollment information regarding the City and County.

5. VISION CARE BIDDERS

5.1 The information contained in this questionnaire is important and will be used to evaluate your proposal.

5.2 Be certain that all questions are answered completely and accurately.

5.3 Include the questions in your response.

5.3.1 General

5.3.1.1 Will your firm underwrite the program exactly as described? If not, please identify variations and describe the reasons for them.

5.3.1.2 Please describe any pre-existing conditions or actively at-work provisions that would apply.

5.3.1.3 From what office will routine administrative services be handled? Please indicate the address of this office.

5.3.1.4 Please list five similarly sized clients (contact name and telephone numbers) that we may contact for references.

5.3.2 Claims Administration

5.3.2.1 Please describe the claims payment process for employees.

5.3.2.2 What is your corporate claims turnaround time goal?

5.3.2.3 What is the typical claim turnaround time in the proposed office?

5.3.2.3.1 These numbers should be calculated in business days from the time a claim is received in the office until the date payment is mailed.

5.3.2.4 From what location will claims be paid?

5.3.2.4.1 Do you provide a toll-free number that employees may use for claim/network questions and assistance?

5.3.2.5 Please furnish a sample of the explanation of benefits form your company will be using.

5.3.2.6 Please furnish copies of the other forms your company typically uses (e.g., claim forms, enrollment cards, identification cards/vouchers, claim kits, etc.).

5.3.2.7 Please provide a sample policy and employee certificate or ID card.

5.3.3 Management Report

5.3.3.1 Please provide examples of all the reports available on a standard basis to City/County management.

5.3.4 Financial Information

5.3.4.1 Is your proposal based on a fully insured, funding arrangement?

5.3.4.2 Your premium rates should be based on an initial twelve month guarantee.

5.3.4.2.1 Would you consider extending the guarantee to twenty-four or thirty six months?

5.3.4.2.2 If so, how would this effect your premium rates?

- 5.3.4.3 What data would be required from the City/County in determining renewal rates?
 5.3.4.3.1 How often is this data requested?
- 5.3.4.4 Will notice be given of any rate changes within sixty days of renewal?
- 5.3.4.5 Are your premium rates contingent upon a specific participation level?
 5.3.4.5.1 If so, please explain.
- 5.3.4.6 If participation is not achieved, how would the premium be affected?
- 5.3.4.7 Please complete the following for your plan providers:

	Lincoln	Omaha	Other
Number of ophthalmologists			
Number of optometrists			
Number of opticians			
Number of frames in at-no-cost selection group			

- 5.3.4.8 How would your organization define its service area for our group?

5.3.5 Implementation

- 5.3.5.1 Please provide an implementation schedule which outlines your company's responsibilities as well as the City/County's in the implementation process.

5.3.6 Additional Information

- 5.3.6.1 References. Please provide the name, address, telephone number and contact name for at least five (5) organizations similar in size to the City/County.
- 5.3.6.2 Additional Information. If these specifications do not permit you to fully explain your capabilities, please add any additional comments.
- 5.3.6.3 Signature. The City/County requires the signature of a designated individual who has authority to negotiate the terms of this proposal.
- 5.3.7.4 Having familiarized ourselves with the administrative and underwriting requirements for the City of Lincoln/County of Lancaster, we fully understand the amount and quality of services required and propose to furnish these services as specified herein.

Signature

Typed Name

Company Name

Title

6. PROOF OF INSURANCE

- 6.1 Evidence of the proposers own general liability, errors and omissions, and workers compensation insurance coverages shall be submitted as part of this proposal.

7. COMPETITIVE SELECTION

- 7.1 Evaluation factors outlined below shall be applied to all eligible, responsive firms in comparing proposals and selecting the successful vision plan services.
- 7.1.1 While the City/County reserves the right to interview any and all proposers, award of a contract may be made without discussion with proposers after proposals are received.
- 7.1.2 Proposals should, therefore, be submitted on the most favorable terms available.
- 7.2 A. Proposal evaluation factors:
- 7.2.1 Joint proposals vs. independent proposals, including responsiveness to terms and conditions, completeness and thoroughness of documentation.
- 7.2.2 Demonstration of successful prior performance of comparable services in the public sector or for comparably sized entities.
- 7.2.3 Adequacy and technical depth of personnel assigned to the account.
- 7.2.4 Maximum total compensation level for contract period and guaranteed future stability of rates.
- 7.2.5 Evidence of good organization and management practices.
- 7.2.6 Depth and breadth of services available.
- 7.2.7 Length of time firm has operated successfully.

8. PROPOSED TIME SCHEDULE

- 8.1 Send out proposals: March 5, 2004.
- 8.2 Receive proposals: March 31, 2004.
- 8.3 Selection committee review: April 1-April 9, 2004.
- 8.4 Interviews, if needed: April 5-16, 2004.
- 8.5 Award of contract: End of April, 2004.

EXHIBIT A**CITY OF LINCOLN / LANCASTER COUNTY CURRENT VISION PLAN SERVICES**

All employees regularly scheduled to work at least 30 hours per week are eligible to participate in the vision care plan. Below is an outline of the vision care plan design. Our present plan is through EyeMed Vision Care, as follows:

Service	Member Cost	Out-of-Network Maximum Reimbursement
Examination	\$10 copay	\$35 maximum
Lenses		
Single	0	\$25.00 per pair maximum
Bifocal	0	\$40.00 per pair maximum
Trifocal	0	\$55.00 per pair maximum
Progressive and Lenticular	0	\$55.00 per pair maximum
Frames	\$100 allowance; 80% of retail price over \$100	\$45.00 maximum
Contacts		
Medically Necessary	\$250 allowance	\$200
Conventional & Disposable	\$115 allowance	\$100
Service Frequency	Once Every 12 months	Once Every 12 months

LASIK and PRK Vision Correction Procedures are discounted 15% off retail price for in-network service.

Present Rates Per Month From EyeMed For Both City & County Employees:

\$ 7.98/month/employee

\$15.16/month per employee + spouse/month

\$15.96/month per employee + child(ren)/month

\$23.94/month per employee + family/month

EXHIBIT B

CITY OF LINCOLN/COUNTY OF LANCASTER PLAN ENROLLMENT

As of January, 2004, the **City of Lincoln** had the following enrollment summary out of approximately 2000 eligible employees:

116	family
220	single
137	2 party
33	4 party

506	total
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As of January, 2004, the **County of Lancaster** had the following enrollment summary out of approximately 1000 eligible employees:

42	family
204	single
89	2 party
24	4 party

359	total
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INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.